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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

X. Corp.,

Plaintiff,

Case No. 3:23-CV-03698-WHA

v.

BRIGHT DATA LTD.

Defendant

**DECLARATION OF DAVID A. MUNKITTRICK IN SUPPORT OF
BRIGHT DATA'S MOTION FOR SUMMARY JUDGEMENT ON
X's BROWSER-WRAP CLAIM (COUNT ONE)**

I, David A. Munkittrick, state and declare as follows:

1. I am an attorney at the law firm Proskauer Rose LLP in New York, New York.

2. Proskauer Rose LLP serves as counsel to Defendant Bright Data, Ltd. ("Bright Data").

3. I submit this declaration in support of Bright Data's Motion for Summary Judgement.

4. Attached are true and correct copies of the following:

Exhibit 1. Bright Data's September 25, 2023 Account Termination & Terms Rejection Letter to X.

Exhibit 2. Bright Data's October 12, 2023 Account Termination & Terms Rejection Letter to X.

Exhibit 3. X Help Center article titled "About public and protected Posts."¹

Exhibit 4. X's Terms of Service.²

¹ Available at: <https://help.twitter.com/en/safety-and-security/public-and-protected-posts#:~:text=Who%20can%20see%20my%20posts,your%20posts%20and%20share%20them> (last accessed January 16, 2024).

² Available at: <https://twitter.com/en/tos> (last accessed January 16, 2024).

1 5. I declare under penalty of perjury under the laws of the United States that the
2 foregoing is true and accurate to the best of my knowledge and belief.
3
4

5 Dated: January 17, 2024

Respectfully submitted,

6 /s/ *David A. Munkittrick*
7 David A. Munkittrick
8 PROSKAUER ROSE LLP
9 Eleven Times Square
10 New York, New York 10036
11 (212) 969-3000
12 dmunkittrick@proskauer.com
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EXHIBIT 1



Proskauer Rose LLP | 1001 Pennsylvania Avenue, NW | Washington, DC 20004

Colin R. Kass
202-416-6890
ckass@proskauer.com

September 25, 2023

Via Email

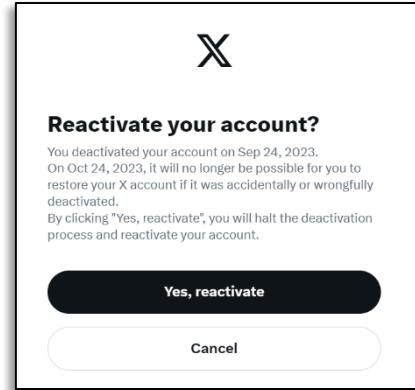
David H. Harper
Jason Bloom
Jason Lao
HAYNES AND BOONE, LLP
2323 Victory Avenue, Suite 700
Dallas, TX 75219

Re: *X Corp. v. Bright Data, 23-cv-03698 (N.D. Cal.)*
Termination of Accounts and Rejection of the Terms

Dear Counsel:

We write to advise you of the termination of all Bright Data Twitter or X accounts and Bright Data's rejection of X's Terms.¹

In paragraph 35 of your Complaint, you identify a single Bright Data X account, @bright_data, that you assert forms the basis of your contract claim against Bright Data. As you know, this account is not and never was used in connection with, and is completely unrelated to, Bright Data's search and scraping activities that you now complain about. But because you have identified this account as the source of your contract claim, we have exercised our right to terminate the account and any agreement between Bright Data and X.



¹ In light of applicable Rules of Professional Responsibility, we are addressing this letter to you as agent and authorized representative of X. This letter, however, should be treated as a direct communication between Bright Data and X. We trust that you will communicate it to all relevant business people, including but not limited to Elon Musk and Linda Yaccarino. If you intend to take the position that this notice is not effective because it was not addressed to the proper individuals, please let us know and identify who the letter should be addressed to.



Page 2

Though not alleged in your Complaint, Bright Data also had an account under the handle “@hola_org.” This account also was also never used in connection with, and is completely unrelated to, Bright Data’s search and scraping activities. Bright Data has also terminated this account.²

Bright Data is unaware of any other Twitter or X accounts that are owned, managed, or controlled by Bright Data. As such, *all* Twitter or X accounts that are or were owned, controlled, or managed by Bright Data have now been terminated. Bright Data is, therefore, no longer “using” X’s services and is now not subject to X’s User Agreement.³

To the extent that there are any additional Bright Data Twitter or X accounts that have not yet been terminated, we ask that you identify them with specificity and provide sufficient information to allow us to investigate (including account details, contract information, associated email addresses, and facts demonstrating that such accounts are in fact owned, controlled, or managed by Bright Data).⁴

To be clear, as of now at least, *you are on notice that Bright Data affirmatively rejects and does not consent to any agreement to your user terms in any context for any reason.* Nor will there be any future contract – or “meeting of the minds” – between the parties relating to the activities at issue absent a written agreement physically hand-signed by both parties.

While this termination and rejection does not address your allegations regarding past activities, any future or ongoing claims made by you are foreclosed as we have no contractual relationship from here on out.⁵

Sincerely,

/s/ *Colin R. Kass*

² Please note that, because the X platform is malfunctioning, Bright Data was not able to complete the termination process for the @hola_org account. Bright Data has reached out to X support to address this issue, but the issue has not been resolved. As such, this letter shall serve as formal notice of account termination, effective immediately. In addition, because the X platform was acting sluggishly, Bright Data was not able to download the data associated with this account before termination using Twitter’s download function. As such, it is incumbent on X to preserve this information for litigation purposes, if X has not done so already.

³ Paragraph 38 of your Complaint also alleges that Bright Data (or a predecessor entity) had, at some time in the past, purchased advertising space on Twitter. There are no allegations of any continuing conduct relating to such advertising. In any event, Bright Data does not have a current advertising account. If you contend otherwise, please provide information relating to such account or agreement. This letter shall also serve as formal notice of the termination of any such account or agreement, effective immediately.

⁴ Paragraphs 36 and 37 of your Complaint also alleges that Bright Data’s “top executives” or other “employees” have their own personal Twitter or X accounts. Cmplt. ¶¶ 36, 37. These accounts are not owned, controlled, or managed by Bright Data. Nor have you alleged that any of these accounts are, in fact, owned, controlled, or managed by Bright Data. Moreover, none of these accounts are used by Bright Data in connection with any search or scraping activities by Bright Data. As such, these accounts are wholly irrelevant.

⁵ To be clear, we also disagree that X Corp.’s User Agreement barred Bright Data’s past activities.

EXHIBIT 2



Proskauer Rose LLP | 1001 Pennsylvania Avenue, NW | Washington, DC 20004

Colin R. Kass
202-416-6890
ckass@proskauer.com

October 12, 2023

Via Email

David H. Harper
Jason Bloom
Jason Lao
HAYNES AND BOONE, LLP
2323 Victory Avenue, Suite 700
Dallas, TX 75219

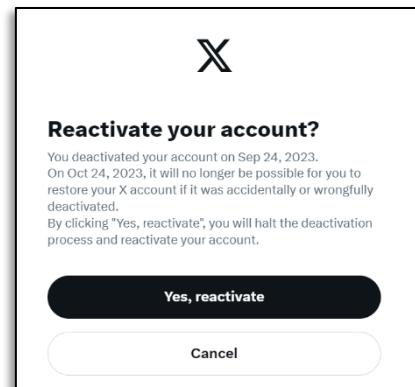
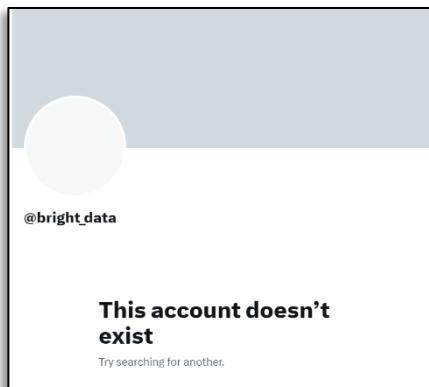
Re: *X Corp. v. Bright Data, 23-cv-03698 (N.D. Cal.)*
Termination of Accounts and Rejection of the Terms

Dear Counsel:

We write to follow up on our September 25th letter notifying X that Bright Data terminated its accounts with X and rejects any agreement to X's Terms.

In light of the war in Israel, a Bright Data employee opened an X account on October 9th under Bright Data's name to determine whether it would be possible to identify individuals missing in the war. No scraping was done using this account, and it was promptly terminated the same day. As such, all of Bright Data's accounts have been terminated, and we are resending this rejection notice as a matter of good housekeeping and clarity.

As we noted in our September 25th letter, paragraph 35 of your Complaint identifies a single Bright Data X account, @bright_data, that you assert forms the basis of your contract claim against Bright Data. As you know, this account is not and never was used in connection with, and is completely unrelated to, Bright Data's search and scraping activities that you now complain about. But because you have identified this account as the source of your contract claim, we have exercised our right to terminate the account and any agreement between Bright Data and X.





Page 2

Though not alleged in your Complaint, Bright Data also had an account under the handle “@hola_org.” This account also was also never used in connection with, and is completely unrelated to, Bright Data’s search and scraping activities. Bright Data has also terminated this account.¹

Bright Data is unaware of any other Twitter or X accounts that are owned, managed, or controlled by Bright Data. As such, *all* Twitter or X accounts that are or were owned, controlled, or managed by Bright Data have now been terminated. Bright Data is, therefore, no longer “using” X’s services and is now not subject to X’s User Agreement.²

To the extent that there are any additional Bright Data Twitter or X accounts that have not yet been terminated, we again ask that you identify them with specificity and provide sufficient information to allow us to investigate (including account details, contract information, associated email addresses, and facts demonstrating that such accounts are in fact owned, controlled, or managed by Bright Data).³

To be clear, as of now at least, *you are on notice that Bright Data affirmatively rejects and does not consent to any agreement to your user terms in any context for any reason.* Nor will there be any future contract – or “meeting of the minds” – between the parties relating to the activities at issue absent a written agreement physically hand-signed by both parties.

While this termination and rejection does not address your allegations regarding past activities, any future or ongoing claims made by you are foreclosed as we have no contractual relationship from here on out.⁴

Sincerely,

/s/ *Colin Kass*

¹ We note that because the X platform is malfunctioning and X has not responded to Bright Data’s inquiries for technical assistance, Bright Data still has not been able to complete the termination process for the @hola_org account. Through this letter, we are again providing formal notice of account termination and X’s obligation to preserve information with respect to that account, as noted in our September 25th letter.

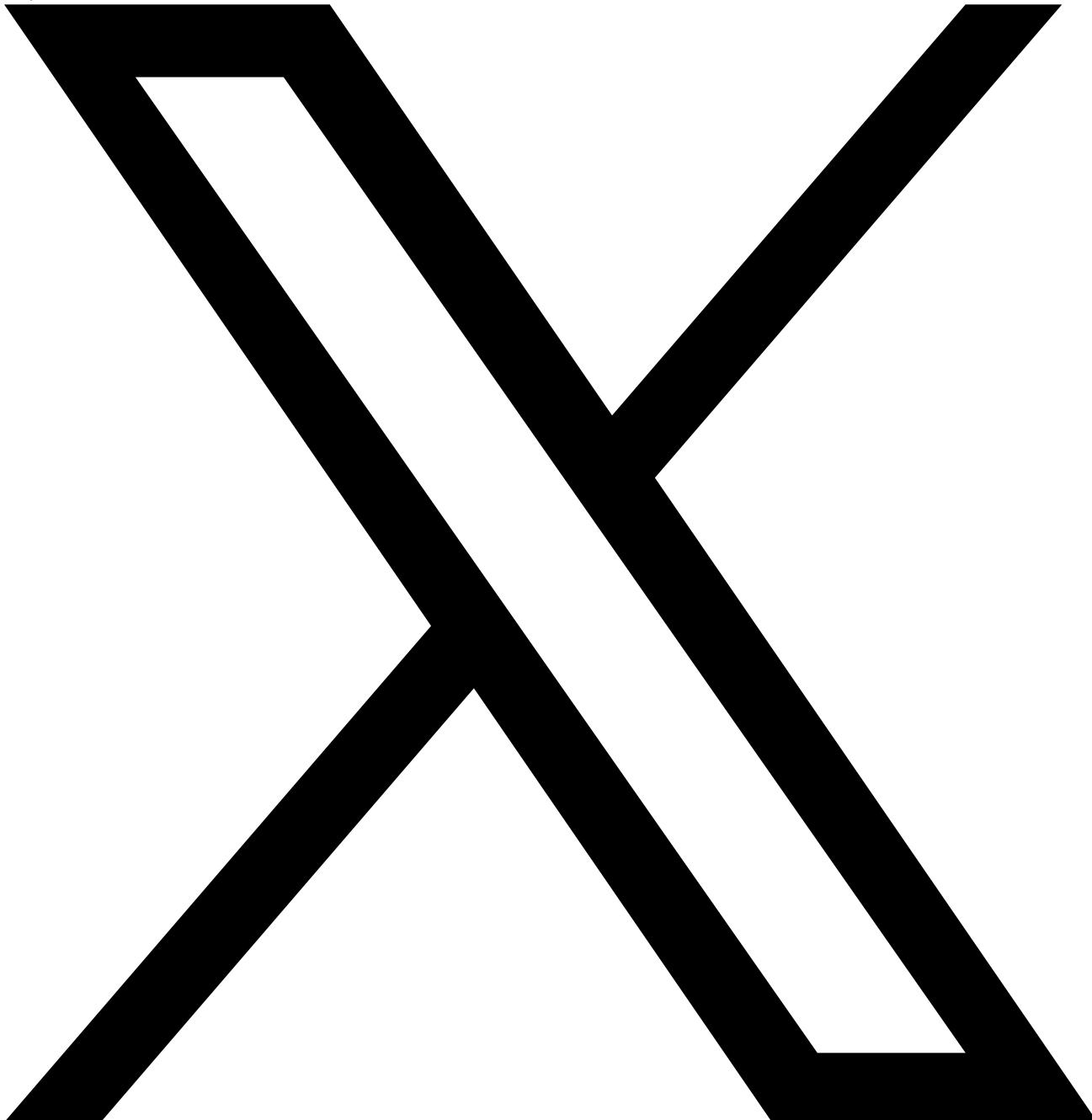
² Paragraph 38 of your Complaint also alleges that Bright Data (or a predecessor entity) had, at some time in the past, purchased advertising space on Twitter. There are no allegations of any continuing conduct relating to such advertising. In any event, Bright Data does not have a current advertising account. If you contend otherwise, please provide information relating to such account or agreement. Our September 25th letter provided formal notice of the termination of any such account or agreement, effective immediately.

³ Paragraphs 36 and 37 of your Complaint also alleges that Bright Data’s “top executives” or other “employees” have their own personal Twitter or X accounts. Cmplt. ¶¶ 36, 37. These accounts are not owned, controlled, or managed by Bright Data. Nor have you alleged that any of these accounts are, in fact, owned, controlled, or managed by Bright Data. Moreover, none of these accounts are used by Bright Data in connection with any search or scraping activities by Bright Data. As such, these accounts are wholly irrelevant.

⁴ To be clear, we also disagree that X Corp.’s User Agreement barred Bright Data’s past activities.

EXHIBIT 3

[Skip to main content](#)



[Help Center](#) (<https://help.twitter.com/>)

- [Using X \(https://help.twitter.com/en/using-x\)](https://help.twitter.com/en/using-x)
- [Managing your account \(https://help.twitter.com/en/managing-your-account\)](https://help.twitter.com/en/managing-your-account)
- [Safety and security \(https://help.twitter.com/en/safety-and-security\)](https://help.twitter.com/en/safety-and-security)
- [Rules and policies \(https://help.twitter.com/en/rules-and-policies\)](https://help.twitter.com/en/rules-and-policies)
- Resources ▾
 - [New user FAQ \(https://help.twitter.com/en/resources/new-user-faq\)](https://help.twitter.com/en/resources/new-user-faq)
 - [Glossary \(https://help.twitter.com/en/resources/glossary\)](https://help.twitter.com/en/resources/glossary)
 - [A safer X \(https://help.twitter.com/en/resources/a-safer-twitter\)](https://help.twitter.com/en/resources/a-safer-twitter)
 - [Accessibility \(https://help.twitter.com/en/resources/accessibility\)](https://help.twitter.com/en/resources/accessibility)
 - [Our rules \(https://help.twitter.com/en/resources/rules\)](https://help.twitter.com/en/resources/rules)
 - [My privacy \(https://help.twitter.com/en/resources/how-you-can-control-your-privacy\)](https://help.twitter.com/en/resources/how-you-can-control-your-privacy)
 - [How we address misinformation on X \(https://help.twitter.com/en/resources/addressing-misleading-info\)](https://help.twitter.com/en/resources/addressing-misleading-info)
 - [Recommender Systems \(https://help.twitter.com/en/resources/recommender-systems\)](https://help.twitter.com/en/resources/recommender-systems)

[Sign in \(https://twitter.com/login?redirect_after_login=https://help.twitter.com/en/safety-and-security/public-and-protected-posts\)](https://twitter.com/login?redirect_after_login=https://help.twitter.com/en/safety-and-security/public-and-protected-posts)



[Contact Us \(https://help.twitter.com/forms.html\)](https://help.twitter.com/forms.html)

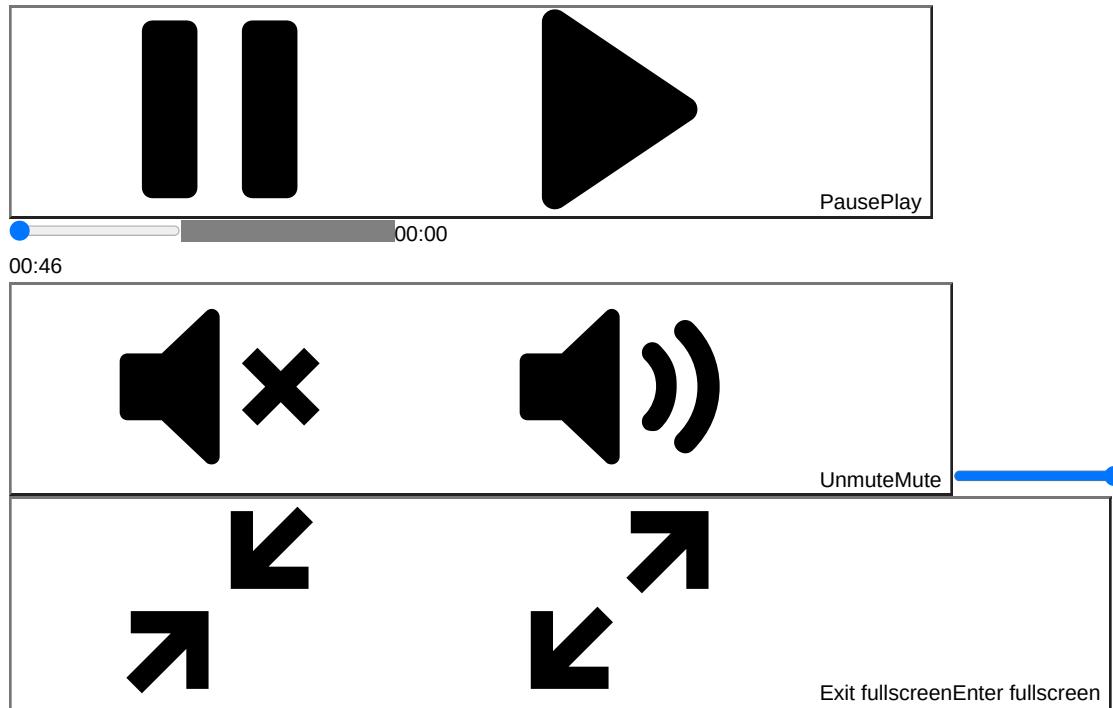


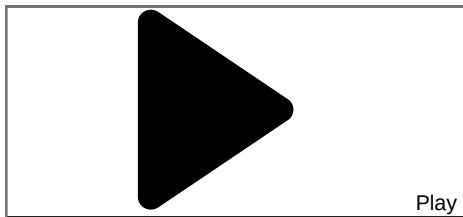
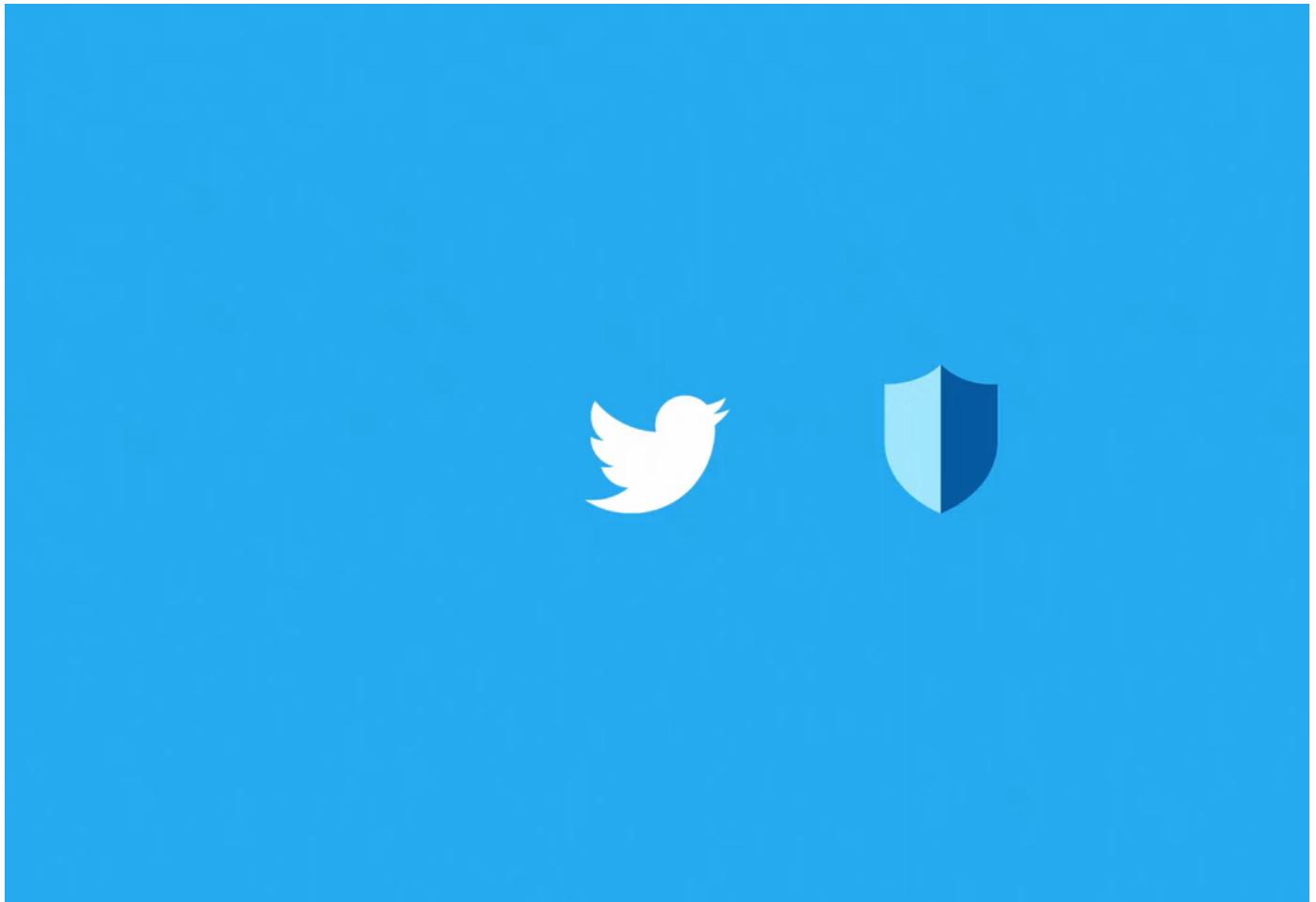
1. About public and protected Posts

About public and protected Posts

1. [Help Center ^ \(https://help.twitter.com/\)](https://help.twitter.com/)
2. [Privacy ^ \(https://help.twitter.com/en/safety-and-security/#ads-and-data-privacy\)](https://help.twitter.com/en/safety-and-security/#ads-and-data-privacy)

About public and protected Posts





What is the difference between public and protected posts?

- When you sign up for X, your posts are public by default; anyone can view and interact with your posts. Should you choose to protect your posts, you can do so through your [account settings](#) (<https://twitter.com/settings/safety>). Learn more [protecting your posts](#) (<https://help.twitter.com/en/safety-and-security/how-to-make-twitter-private-and-public>).
- If you protect your posts, you'll receive a request when new people want to follow you, which you can approve or deny. Accounts that began following you before you protected your posts will still be able to view and interact with your protected posts unless you block them. Learn more about [blocking](#).

Who can see my posts?

- **Public posts** (the default setting): Are visible to anyone, whether or not they have a X account.
- **Protected posts**: Only visible to your X followers. Please keep in mind, your followers may still capture images of your posts and share them.

Note: If you have authorized a third-party application to access your account, that third-party application may be able to see your protected posts. Keep in mind that when you choose to share content on X with others, this content may be downloaded or shared.

When you protect your posts

- You'll receive a request when new people want to follow you, which you can approve or deny.
- Your posts, including permanent links to your posts, will only be visible to your followers.
- Your followers will not be able to use the **repost** icon to repost or repost with comment.
- Protected posts will not appear in third-party search engines (like Google search).
- Your protected posts will only be searchable on X by you and your followers.
- Replies you send to an account that isn't following you will not be seen by that account (because only your followers will see your posts).

Note: When you share a link in a protected post, it is automatically processed and shortened to an <http://t.co> (<http://t.co/>) link. Please note that anyone with a t.co shortened link will be able to navigate to the destination URL.

What happens when I change my posts from public to protected?

If you at one time had public posts (before protecting your posts), those posts will no longer be public on X, or appear in public X search results. Instead, your posts will only be viewable and searchable on X by you and your followers.

Note: posts sent before you changed your settings to **Protect your posts** may still be seen by someone who had the post on their Home timeline before the change. However, they won't be able to interact with the post or see its details.

What happens when I change my posts from protected to public?

Unprotecting your posts will cause any previously protected posts to be made public.

What happens when I share media in a protected post?

If your posts are protected, only your followers will be able to see your media in your posts. Please note that your followers may download or re-share links to media that you share in protected posts. Links to media shared on X are not protected. Anyone with the link will be able to view the content.

What happens when my posts are protected but still show in search engine results?

- After you protect your posts, only you and your followers can read your updates or see your posts in X search.
- If you at one time had public posts (before protecting your posts), those posts will no longer be public or appear in public X search results, unless someone had the post added to their Home timeline before you changed your settings to **Protect your posts**.^{*} However, unprotecting your posts will cause any previously protected posts to be made public.
- Find out how to remove your updates from Google search. X does not have the ability to remove content on websites other than X.com.

What If my posts have never been public?

- If your posts have never been public (i.e., you've always had your posts protected in your settings), your updates should never show up in X search or other public search engines.
- If they are showing up in search results, change your password immediately and revoke untrusted third-party applications. You can also file a report with the following information:
 - When this started happening
 - Where you've seen your private updates posted (X search, Google, etc.)
 - List any/all third-party applications you use

Share this article



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[Cookies](#) (<https://help.twitter.com/rules-and-policies/twitter-cookies>)

[Privacy](#) (<https://twitter.com/privacy>)

[Terms and conditions](#) (<https://twitter.com/tos>)

English

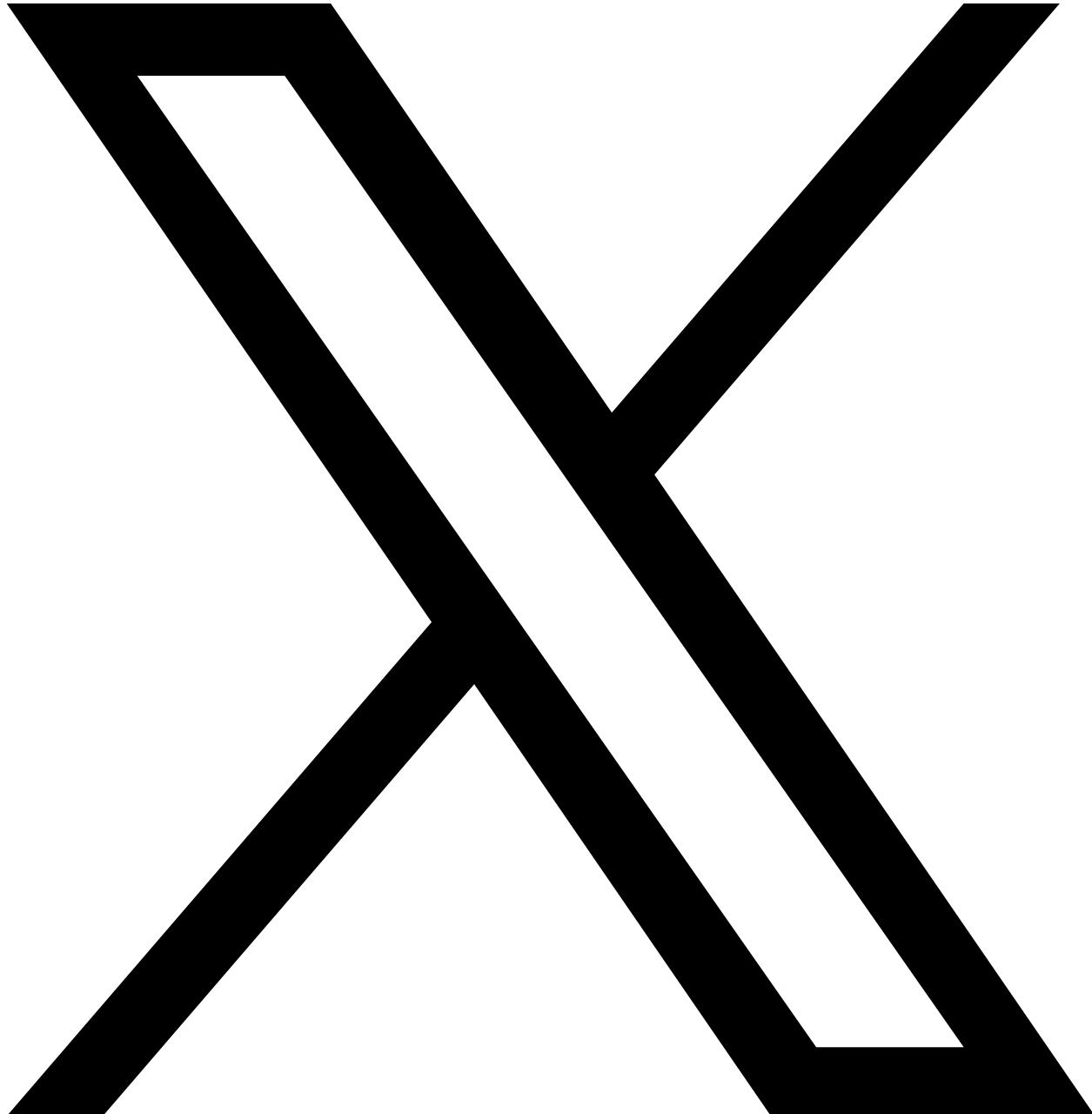


[Help Center](#) (<https://help.twitter.com/>)

- [English](https://help.twitter.com/en/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/en/safety-and-security/public-and-protected-posts>)
- [Español](https://help.twitter.com/es/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/es/safety-and-security/public-and-protected-posts>)
- [日本語](https://help.twitter.com/ja/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/ja/safety-and-security/public-and-protected-posts>)
- [한국어](https://help.twitter.com/ko/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/ko/safety-and-security/public-and-protected-posts>)
- [Português](https://help.twitter.com/pt/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/pt/safety-and-security/public-and-protected-posts>)
- [Deutsch](https://help.twitter.com/de/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/de/safety-and-security/public-and-protected-posts>)
- [Türkçe](https://help.twitter.com/tr/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/tr/safety-and-security/public-and-protected-posts>)
- [Français](https://help.twitter.com/fr/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/fr/safety-and-security/public-and-protected-posts>)
- [Italiano](https://help.twitter.com/it/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/it/safety-and-security/public-and-protected-posts>)
- [العربية](https://help.twitter.com/ar/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/ar/safety-and-security/public-and-protected-posts>)
- [Nederlands](https://help.twitter.com/nl/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/nl/safety-and-security/public-and-protected-posts>)
- [Bahasa Indonesia](https://help.twitter.com/id/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/id/safety-and-security/public-and-protected-posts>)
- [Русский](https://help.twitter.com/ru/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/ru/safety-and-security/public-and-protected-posts>)
- [हिन्दी](https://help.twitter.com/hi/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/hi/safety-and-security/public-and-protected-posts>)
- [עברית](https://help.twitter.com/he) (<https://help.twitter.com/he>)
- [简体中文](https://help.twitter.com/zh-cn) (<https://help.twitter.com/zh-cn>)
- [繁體中文](https://help.twitter.com/zh-tw) (<https://help.twitter.com/zh-tw>)
- [ภาษาไทย](https://help.twitter.com/th) (<https://help.twitter.com/th>)
- [Tiếng Việt](https://help.twitter.com/vi) (<https://help.twitter.com/vi>)
- [Melayu](https://help.twitter.com/ms) (<https://help.twitter.com/ms>)
- [Filipino](https://help.twitter.com/fil) (<https://help.twitter.com/fil>)
- [فارسی](https://help.twitter.com/fa) (<https://help.twitter.com/fa>)
- [Dansk](https://help.twitter.com/da) (<https://help.twitter.com/da>)
- [Suomi](https://help.twitter.com/fi) (<https://help.twitter.com/fi>)
- [Svenska](https://help.twitter.com/sv) (<https://help.twitter.com/sv>)
- [Norsk](https://help.twitter.com/no) (<https://help.twitter.com/no>)
- [Polski](https://help.twitter.com/pl) (<https://help.twitter.com/pl>)
- [Magyar](https://help.twitter.com/hu) (<https://help.twitter.com/hu>)
- [Română](https://help.twitter.com/ro) (<https://help.twitter.com/ro>)
- [Українська](https://help.twitter.com/uk) (<https://help.twitter.com/uk>)
- [Български](https://help.twitter.com/bg/safety-and-security/public-and-protected-posts) (<https://help.twitter.com/bg/safety-and-security/public-and-protected-posts>)
- [Català](https://help.twitter.com/ca) (<https://help.twitter.com/ca>)
- [Hrvatski](https://help.twitter.com/hr) (<https://help.twitter.com/hr>)
- [Српски](https://help.twitter.com/sr) (<https://help.twitter.com/sr>)
- [Slovenčina](https://help.twitter.com/sk) (<https://help.twitter.com/sk>)
- [فارسی](https://help.twitter.com/fa-af) (<https://help.twitter.com/fa-af>)
- [Oromo](https://help.twitter.com/om) (<https://help.twitter.com/om>)
- [Tigrinya](https://help.twitter.com/ti) (<https://help.twitter.com/ti>)
- [Kurdish](https://help.twitter.com/ckb) (<https://help.twitter.com/ckb>)
- [Lietuvių](https://help.twitter.com/lt) (<https://help.twitter.com/lt>)
- [Latviešu](https://help.twitter.com/lv) (<https://help.twitter.com/lv>)
- [Malta](https://help.twitter.com/mt) (<https://help.twitter.com/mt>)
- [Slovenščina](https://help.twitter.com/sl) (<https://help.twitter.com/sl>)
- [Gaeilge](https://help.twitter.com/ga) (<https://help.twitter.com/ga>)
- [Lus Hmoob](https://help.twitter.com/hmn) (<https://help.twitter.com/hmn>)
- [Հայերեն](https://help.twitter.com/hy) (<https://help.twitter.com/hy>)
- [ខ្មែរ](https://help.twitter.com/km) (<https://help.twitter.com/km>)

EXHIBIT 4

[Skip to main content](#)



Terms of Service

- [Terms of Service Archive](#) (<https://twitter.com/tos/previous>).

[Download PDF](#) (<https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-10-10/en/x-terms-of-service-23-09-29.pdf>)

Terms of Service

Effective: September 29, 2023

Summary of our Terms

These Terms of Service (“Terms”) are part of the User Agreement— a legally binding contract governing your use of X. **You should read these Terms of Service (“Terms”) in full, but here are a few key things you should take away:**

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services' acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an “AS IS” and “AS AVAILABLE” basis, and we disclaim all warranties, responsibility, and liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.
- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.

Please also note that these Terms incorporate our Privacy Policy (<https://x.com/privacy> (<https://x.com/privacy>)) as well as other terms applicable to your use of the Services and your Content. Finally, these terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the X User Agreement comprises these [Terms of Service](https://x.com/tos) (<https://x.com/tos>), our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>), [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>), and all incorporated policies.

If you live in the European Union, EFTA States, or the United Kingdom, the X User Agreement comprises these [Terms of Service](https://x.com/tos#intlTerms) (<https://x.com/tos#intlTerms>), our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>), [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>), and all incorporated policies.

X Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean X Corp.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>) (<https://www.x.com/privacy>) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>) (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>) and <https://help.x.com/managing-your-account/suspended-x-accounts> (<https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
1355 Market Street, Suite 900
San Francisco, CA 94103
Reports: <https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review our Rules and Policies (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud,

security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](https://x.com/privacy).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.x.com/purchaser-terms.html) (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html> (<https://legal.x.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [X for Websites](https://developer.x.com/docs/twitter-for-websites) (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites> (<https://developer.x.com/docs/twitter-for-websites>)), [X Cards](https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards> (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)), [Public API](https://developer.x.com/docs) (<https://developer.x.com/docs>) (<https://developer.x.com/docs> (<https://developer.x.com/docs>)), or [Sign in with X](https://developer.x.com/docs/authentication/guides/log-in-with-twitter) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter> (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>)), you agree to our [Developer Agreement](https://developer.x.com/developer-terms/agreement) (<https://developer.x.com/developer-terms/agreement>) (<https://developer.x.com/developer-terms/agreement> (<https://developer.x.com/developer-terms/agreement>)) and [Developer Policy](https://developer.x.com/developer-terms/policy) (<https://developer.x.com/developer-terms/policy>) (<https://developer.x.com/developer-terms/policy> (<https://developer.x.com/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms> (<https://developer.x.com/developer-terms>). Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](https://hackerone.com/x) (<https://hackerone.com/x>) (<https://hackerone.com/x> (<https://hackerone.com/x>)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement](https://ads.x.com/terms) (<https://ads.x.com/terms>) (<https://ads.x.com/terms> (<https://ads.x.com/terms>)).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-

out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our Platform Manipulation and Spam Policy (<https://help.x.com/rules-and-policies/platform-manipulation>) or any other Rules and Policies (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> (<https://help.x.com/managing-your-account/how-to-deactivate-x-account>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals> (<https://help.x.com/forms/account-access/appeals>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "X Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the X Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS

FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos (<https://x.com/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.x.com/forms) (<https://help.x.com/forms>).

Effective: September 29, 2023

[Archive of Previous Terms](https://x.com/tos/previous) (<https://x.com/tos/previous>).

X Terms of Service

If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service (“Terms”) govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, which provides X and the Services, with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words “we,” “us,” and “our,” mean Twitter International Unlimited Company.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our Privacy Policy (<https://x.com/privacy>) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation> (<https://help.x.com/rules-and-policies/x-report-violation>) and <https://help.x.com/managing-your-account/suspended-x-accounts> (<https://help.x.com/managing-your-account/suspended-x-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent
1355 Market Street, Suite 900
San Francisco, CA 94103

Reports: <https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)

Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4. Using the Services

Please review our Rules and Policies (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>) or third parties' intellectual property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (<https://x.com/privacy>).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. These additional terms are accessible from our sites and applications dedicated to these services or features. By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those

additional terms will then also become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable Terms for Paid Services (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html> (<https://legal.x.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to X for Websites (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites> (<https://developer.x.com/docs/twitter-for-websites>)), X Cards (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards> (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)), Public API (<https://developer.x.com/docs>) (<https://developer.x.com/docs> (<https://developer.x.com/docs>)), or Sign in with X (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter> (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>)), you agree to our Developer Agreement (<https://developer.x.com/developer-terms/agreement>) (<https://developer.x.com/developer-terms/agreement> (<https://developer.x.com/developer-terms/agreement>)) and Developer Policy (<https://developer.x.com/developer-terms/policy>) (<https://developer.x.com/developer-terms/policy> (<https://developer.x.com/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms> (<https://developer.x.com/developer-terms>). Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our Vulnerability Reporting Program (<https://hackerone.com/x>) (<https://hackerone.com/x> (<https://hackerone.com/x>)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our Master Services Agreement (<https://ads.x.com/terms>) (<https://ads.x.com/terms> (<https://ads.x.com/terms>)).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our Platform Manipulation and Spam Policy (<https://help.x.com/rules-and-policies/platform-manipulation>) or any other Rules and Policies (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> (<https://help.x.com/managing-your-account/how-to-deactivate-x-account>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>); (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged

inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.x.com/forms/account-access/appeals) (<https://help.x.com/forms/account-access/appeals>). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at x.com/tos (<https://x.com/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.x.com/forms) (<https://help.x.com/forms>).

Effective: September 29, 2023

[Archive of Previous Terms](https://x.com/tos/previous) (<https://x.com/tos/previous>)

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